

CHRISTENSEN JAMES & MARTIN  
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**CHRISTENSEN JAMES & MARTIN**  
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*Attorneys for Board of Trustees of  
Painters & Floorcoverers Joint Committee*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

\* \* \* \* \*

BOARD OF TRUSTEES OF PAINTERS  
& FLOORCOVERERS JOINT  
COMMITTEE;

Plaintiff,

vs.

PRACTICAL FLOORING, INC., a  
Nevada corporation; DANETTE LEE  
ROYBAL, an individual; LEO  
BERNARD ROYBAL, JR., an individual;  
PLATTE RIVER INSURANCE  
COMPANY, a Wisconsin corporation;  
DOES I-X, inclusive; ROE ENTITIES I-  
X, inclusive,

Defendants.

CASE NO.: 2:16-cv-02188-APG-GWF

**STIPULATION AND ORDER FOR  
DISMISSAL**

The Plaintiff, the Board of Trustees of the Painters & Floorcoverers Joint Committee (“Plaintiff” or “Joint Committee”), and Defendants Practical Flooring, Inc. (“Practical Flooring”), Danette Lee Roybal (“D. Roybal”), and Leo Bernard Roybal, Jr. (“L. Roybal”) (Practical Flooring, D. Roybal, L. Roybal, and Platte River collectively the “Defendants”), each acting by and through their undersigned counsel or corporate officer, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate and agree as follows:

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1           1.       Prior to the execution of this Stipulation, the Plaintiff and Practical  
2       Flooring, Inc. entered into an Amended Judgment by Confession (“Amended Judgment”)  
3       on November 17, 2015, in favor of the Joint Committee and the Trust Funds and against  
4       Practical Flooring, Inc. in the total sum of Fifty Two Thousand Six Hundred Twenty and  
5       33/100 Dollars (\$52,620.33) (“Judgment Amount”), which sum includes all known fringe  
6       benefit contributions owed to the Trusts for work performed during the period of August  
7       1, 2011 and September 30, 2015 (“Judgment Period”), plus pre-judgment interest,  
8       liquidated damages, audit fees, attorney’s fees and costs.

9           2.       As an express condition for entering into a resolution with the Practical  
10       Flooring, Inc. by way of the Amended Judgment to resolve known claims for past due  
11       fringe benefit contributions and rather than incur the expense of litigating the same,  
12       Practical Flooring, Inc. agreed to remain current on its monthly obligations to the Trusts,  
13       imposed by the CBA and Trust Agreements, by timely reporting and paying all fringe  
14       benefit contributions for covered work, if any, as they become due during the course of  
15       the payout under the Amended Judgment, which payout is scheduled to be completed by  
16       October 21, 2017.

17           3.       Subsequent to execution of the Amended Judgment, Practical Flooring,  
18       Inc. incurred additional delinquencies owed to the Trusts, as discovered by an audit of  
19       Practical Flooring, Inc.’s payroll records for the period of June 1, 2014 through March  
20       31, 2016 (“Audit Period”) and a review of Practical Flooring, Inc.’s remittance reports  
21       through the December 2016 work month. Avoiding delinquencies such as these is a  
22       material condition of the Amended Judgment and these additional delinquencies, at least  
23       in part, gave rise to the filing of the Complaint in this action.

24           4.       On December 15, 2016, the Joint Committee filed its First Amended  
25       Complaint [ECF No. 5] (“Complaint”) in this matter to enforce terms of the  
26       Floorcoverers Master Agreement between IUPAT District Council 15, Floorcoverers  
27  
28

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1 Union Local No. 1512 and the Southern Nevada Chapter of the Painting and Decorating  
2 Contractors of America (“CBA”) requiring Practical Flooring to: a) provide to the Joint  
3 Committee a surety bond in the amount of \$50,000 to guarantee payment of fringe  
4 benefit contributions under the CBA; b) pay past due fringe benefit contributions and  
5 related damages; and c) timely submit reports and payments for fringe benefit  
6 contributions as required by the CBA going forward.

7 5. Following the filing of the Complaint, Practical Flooring, Inc. provided to  
8 the Joint Committee a surety bond in the amount of \$50,000, as required by the CBA.

9 6. Following the filing of the Complaint, Practical Flooring, Inc. paid all past  
10 due fringe benefit contributions and related damages that had accrued after execution of  
11 the Amended Judgment for all work months through December 2016, thus leaving only  
12 the delinquencies covered by the Amended Judgment. Practical Flooring, Inc. has  
13 committed to continuing the monthly payments required by the Amended Judgment.  
14 Nothing herein shall be construed to dismiss the Amended Judgment or the obligations  
15 thereunder.

16 7. In order to avoid further issues and delinquencies, Practical Flooring, Inc.  
17 hereby stipulates to cooperate with the Trusts in timely reporting and paying all  
18 contributions that become due, if any, while any portion of the Judgment Amount  
19 remains unpaid or for six months from the date of this Stipulation, whichever is longer.  
20 Practical Flooring, Inc. shall timely remit reports to the Trusts listing the hours worked by  
21 employees performing bargaining unit work, if any, and shall timely submit payment to  
22 the Trusts to pay for such hours. These reports shall be delivered to the Trusts or their  
23 designee on a weekly basis, due on the Wednesday following the normal Friday payday.  
24 Payment for contributions reported will continue to be due and payable on the fifteenth  
25 day of the month following the month in which the hours were worked.  
26  
27  
28

8. The Complaint did not address any claims for wages that may be owed pursuant to the CBA and this Stipulation shall not be construed to waive any wage claims that may exist for the same time periods addressed in the Complaint or the Amended Judgment.

9. Further, the Parties acknowledge and agree that the Trusts have not audited Practical Flooring, Inc.'s payroll records for any period after the Audit Period (April 1, 2016 to current), and that additional claims may be discovered upon an audit of this period. The Trusts reserve all audit rights.

10. The Court shall retain jurisdiction to enforce the terms of this Stipulation.

11. All matters asserted in the Complaint having been resolved, the Parties agree that dismissal is appropriate.

12. By this Stipulation, the Complaint in this matter shall be and is dismissed with prejudice.

Dated this 13th day of March, 2017.

**CHRISTENSEN JAMES & MARTIN**

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 of the Painters and Floorcoverers Joint  
 Committee*

**PRACTICAL FLOORING, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**KUNG & BROWN**

By: /s/ Georlen K. Spangler  
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 Flooring, Inc., Danette Lee Roybal, and  
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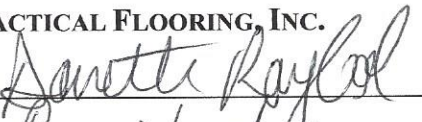
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 Committee*

**PRACTICAL FLOORING, INC.**

By:   
 Its: President

**KUNG & BROWN**

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 Flooring, Inc., Danette Lee Roybal, and  
 Leo Bernard Roybal, Jr.,*

**IT IS SO ORDERED.**

Dated: March 14, 2017.

  
 UNITED STATES DISTRICT JUDGE

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